

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PEPPERDINE UNIVERSITY
Plaintiff(s),

v.

NETFLIX, INC., ET AL.,
Defendant(s).

Case No. 2:25-cv-01429-CV-ADS

STIPULATED PROTECTIVE ORDER

**[DISCOVERY DOCUMENT:
REFERRED TO MAGISTRATE
JUDGE AUTUMN D. SPAETH]**

I. PURPOSES AND LIMITATIONS

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set
3 forth in Section XIII(C), below, that this Stipulated Protective Order does not
4 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
5 forth the procedures that must be followed and the standards that will be applied
6 when a party seeks permission from the Court to file material under seal.

7 **II. GOOD CAUSE STATEMENT**

8 A. This action is likely to involve highly confidential documents and
9 information relating to an unreleased television show involving high-profile
10 individuals and the development thereof, highly confidential information relating
11 to a private university, as well as commercial, financial, technical, personal,
12 and/or proprietary information for which special protection from public
13 disclosure and from use for any purpose other than prosecution of this action is
14 warranted. Such confidential and proprietary materials and information consist
15 of, among other things, confidential business or financial information,
16 information regarding confidential business practices, confidential commercial
17 information (including information implicating privacy rights of third parties and
18 the parties' use of intellectual property), highly confidential scripts and other
19 production materials for one or more entertainment properties, and other
20 information otherwise generally unavailable to the public, or which may be
21 privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to

1 keep confidential, to ensure that the parties are permitted reasonable necessary
2 uses of such material in preparation for and in the conduct of trial, to address their
3 handling at the end of the litigation, and serve the ends of justice, a protective
4 order for such information is justified in this matter. It is the intent of the parties
5 that information will not be designated as confidential for tactical reasons and
6 that nothing be so designated without a good faith belief that it has been
7 maintained in a confidential, non-public manner, and there is good cause why it
8 should not be part of the public record of this case.

9 **III. DEFINITIONS**

10 A. Action: The above-referenced action pending in the Central District of
11 California, captioned *Pepperdine University v. Netflix, Inc., et al.*, Case No. 2:25-
12 cv-01429-CV-ADS.

13 B. Challenging Party: A Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
16 it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
18 Cause Statement.

19 D. Counsel (without qualifier): Outside Counsel of Record and House
20 Counsel (as well as both of their support staff).

21 E. Designating Party: A Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”
24

1 F. Disclosure(s) or Discovery Material: All items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible things), that
4 are produced or generated in disclosures or responses to discovery, or provided
5 informally, in this matter.

6 G. Expert: A person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve
8 as an expert witness or as a consultant in this Action.

9 H. “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”: Information
10 (regardless of how it is generated, stored or maintained) or tangible things,
11 disclosure of which to another Party or Non-Party would create a substantial risk
12 of serious harm that could not be avoided by less restrictive means.

13 I. House Counsel: Attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 J. Non-Party: Any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this Action.

18 K. Outside Counsel of Record: Attorneys who are not employees of a party to
19 this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm
21 which has appeared on behalf of that party, and includes support staff.

22 L. Party: Any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and
24 their support staffs).

1 M. Producing Party: A Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 N. Professional Vendors: Persons or entities that provide litigation support
4 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or
6 medium) and their employees and subcontractors.

7 O. Protected Material: Any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY.”

10 P. Receiving Party: A Party that receives Disclosure(s) or Discovery Material
11 from a Producing Party.

12 **IV. SCOPE**

13 A. The protections conferred by this Stipulation and Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
16 compilations of Protected Material; and (3) any testimony, conversations, or
17 presentations by Parties or their Counsel that might reveal Protected Material.

18 B. Any use of Protected Material at trial shall be governed by the orders of
19 the trial judge. This Order does not govern the use of Protected Material at trial.

20 **V. DURATION**

21 A. Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
3 including the time limits for filing any motions or applications for extension of
4 time pursuant to applicable law.

5 **VI. DESIGNATING PROTECTED MATERIAL**

6 **A. Exercise of Restraint and Care in Designating Material for**
7 **Protection**

8 1. Each Party or Non-Party that designates information or items for
9 protection under this Order must take care to limit any such designation to
10 specific material that qualifies under the appropriate standards. The
11 Designating Party must designate for protection only those parts of
12 material, documents, items, or oral or written communications that qualify
13 so that other portions of the material, documents, items, or
14 communications for which protection is not warranted are not swept
15 unjustifiably within the ambit of this Order.

16 2. Mass, indiscriminate, or routinized designations are prohibited.
17 Designations that are shown to be clearly unjustified or that have been
18 made for an improper purpose (*e.g.*, to unnecessarily encumber the case
19 development process or to impose unnecessary expenses and burdens on
20 other parties) may expose the Designating Party to sanctions.

21 3. If it comes to a Designating Party's attention that information or
22 items that it designated for protection do not qualify for protection, that
23 Designating Party must promptly notify all other Parties that it is
24 withdrawing the inapplicable designation.

1 **B. Manner and Timing of Designations**

2 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
3 below), or as otherwise stipulated or ordered, Disclosure or Discovery
4 Material that qualifies for protection under this Order must be clearly so
5 designated before the material is disclosed or produced.

6 2. Designation in conformity with this Order requires the following:

7 a. For information in documentary form (*e.g.*, paper or
8 electronic documents, but excluding transcripts of depositions or
9 other pretrial or trial proceedings), that the Producing Party affix at
10 a minimum, the legend “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, to each page that
12 contains protected material. If only a portion or portions of the
13 material on a page qualifies for protection, the Producing Party also
14 must clearly identify the protected portion(s) (*e.g.*, by making
15 appropriate markings in the margins).

16 b. A Party or Non-Party that makes original documents
17 available for inspection need not designate them for protection until
18 after the inspecting Party has indicated which documents it would
19 like copied and produced. During the inspection and before the
20 designation, all of the material made available for inspection shall
21 be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY.” After the inspecting Party has identified the documents it
23 wants copied and produced, the Producing Party must determine
24 which documents, or portions thereof, qualify for protection under

1 this Order. Then, before producing the specified documents, the
2 Producing Party must affix the legend “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each
4 page that contains Protected Material. If only a portion or portions
5 of the material on a page qualifies for protection, the Producing
6 Party also must clearly identify the protected portion(s) (e.g., by
7 making appropriate markings in the margins).

8 c. For testimony given in depositions, that the Designating
9 Party identify the Disclosure or Discovery Material either on the
10 record before the close of the deposition, or within seven (7) days of
11 receipt of the final transcript.

12 d. For information produced in some form other than
13 documentary and for any other tangible items, that the Producing
14 Party affix in a prominent place on the exterior of the container or
15 containers in which the information is stored the legend
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY.” If only a portion or portions of the information
18 warrants protection, the Producing Party, to the extent practicable,
19 shall identify the protected portion(s).

20 **C. Inadvertent Failure to Designate**

21 1. If timely corrected, an inadvertent failure to designate qualified
22 information or items does not, standing alone, waive the Designating
23 Party’s right to secure protection under this Order for such material. Upon
24 timely correction of a designation, the Receiving Party must make

reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et seq.*

C. Judicial Intervention

1. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37.2.

2. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1 1. A Receiving Party may use Protected Material that is disclosed or
2 produced by another Party or by a Non-Party in connection with this Action
3 only for prosecuting, defending, or attempting to settle this Action. Such
4 Protected Material may be disclosed only to the categories of persons and
5 under the conditions described in this Order. When the Action has been
6 terminated, a Receiving Party must comply with the provisions of
7 Section XIV below.

8 2. Protected Material must be stored and maintained by a Receiving
9 Party at a location and in a secure manner that ensures that access is
10 limited to the persons authorized under this Order.

11 **B. Disclosure of “CONFIDENTIAL” Information or Items**

12 1. Unless otherwise ordered by the Court or permitted in writing by
13 the Designating Party, a Receiving Party may disclose any information or
14 item designated “CONFIDENTIAL” only to:

15 a. The Receiving Party’s Outside Counsel of Record in this
16 Action, as well as employees and support staff of said Outside
17 Counsel of Record to whom it is reasonably necessary to disclose the
18 information for this Action;

19 b. The officers, directors, and employees (including House
20 Counsel) of the Receiving Party to whom disclosure is reasonably
21 necessary for this Action;

22 c. Experts (as defined in this Order) of the Receiving Party to
23 whom disclosure is reasonably necessary for this Action and who
24

1 have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A);

3 d. The Court and its personnel;

4 e. Court reporters and their staff;

5 f. Professional jury or trial consultants, mock jurors, and
6 Professional Vendors to whom disclosure is reasonably necessary
7 for this Action and who have signed the “Acknowledgment and
8 Agreement to be Bound” attached as Exhibit A hereto;

9 g. The author or recipient of a document containing the
10 information or a custodian or other person who otherwise possessed
11 or knew the information;

12 h. During their depositions, witnesses, and attorneys for
13 witnesses, in the Action to whom disclosure is reasonably necessary
14 provided: (i) the deposing party requests that the witness sign the
15 “Acknowledgment and Agreement to Be Bound,” unless otherwise
16 agreed by the Designating Party or ordered by the Court; and
17 (ii) they will not be permitted to keep any confidential information
18 unless they sign the “Acknowledgment and Agreement to Be
19 Bound,” unless otherwise agreed by the Designating Party or
20 ordered by the Court. Pages of transcribed deposition testimony or
21 exhibits to depositions that reveal Protected Material may be
22 separately bound by the court reporter and may not be disclosed to
23 anyone except as permitted under this Stipulated Protective Order;
24 and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto.

C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees and support staff of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. House Counsel of the Receiving Party to whom disclosure is reasonably necessary for this Action;

c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

d. The Court and its personnel;

e. Court reporters and their staff;

f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary

1 for this Action and who have signed the “Acknowledgment and
2 Agreement to be Bound” (Exhibit A);

3 g. The author or recipient of a document containing the
4 information or a custodian or other person who otherwise possessed
5 or knew the information;

6 h. During their depositions, witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably necessary
8 provided: (i) the deposing party requests that the witness sign the
9 “Acknowledgment and Agreement to Be Bound,” unless otherwise
10 agreed by the Designating Party or ordered by the Court; and
11 (ii) they will not be permitted to keep any confidential information
12 unless otherwise agreed by the Designating Party or ordered by the
13 Court. Pages of transcribed deposition testimony or exhibits to
14 depositions that reveal Protected Material may be separately bound
15 by the court reporter and may not be disclosed to anyone except as
16 permitted under this Stipulated Protective Order; and

17 i. Any mediator or settlement officer, and their supporting
18 personnel, mutually agreed upon by any of the parties engaged in
19 settlement discussions and who have signed the “Acknowledgment
20 and Agreement to be Bound” attached as Exhibit A hereto.

21 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
22 **IN OTHER LITIGATION**

23 A. If a Receiving Party is served with a subpoena or a court order issued in
24 other litigation that compels disclosure of any information or items designated in

1 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY,” that Party must:

3 1. Promptly notify in writing the Designating Party. Such notification
4 shall include a copy of the subpoena or court order;

5 2. Promptly notify in writing the party who caused the subpoena or
6 order to issue in the other litigation that some or all of the material covered
7 by the subpoena or order is subject to this Protective Order. Such
8 notification shall include a copy of this Stipulated Protective Order; and

9 3. Cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be
11 affected.

12 B. If the Designating Party timely seeks a protective order, the Party served
13 with the subpoena or court order shall not produce any information designated in
14 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY” before a determination by the Court from which the subpoena or
16 order issued, unless the Party has obtained the Designating Party’s permission.
17 The Designating Party shall bear the burden and expense of seeking protection in
18 that court of its confidential material and nothing in these provisions should be
19 construed as authorizing or encouraging a Receiving Party in this Action to
20 disobey a lawful directive from another court.

21 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
22 **PRODUCED IN THIS LITIGATION**

23 A. The terms of this Order are applicable to information produced by a Non-
24 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
2 Non-Parties in connection with this litigation is protected by the remedies and
3 relief provided by this Order. Nothing in these provisions should be construed
4 as prohibiting a Non-Party from seeking additional protections.

5 B. In the event that a Party is required, by a valid discovery request, to
6 produce a Non-Party’s confidential information in its possession, and the Party
7 is subject to an agreement with the Non-Party not to produce the Non-Party’s
8 confidential information, then the Party shall:

9 1. Promptly notify in writing the Requesting Party and the Non-Party
10 that some or all of the information requested is subject to a confidentiality
11 agreement with a Non-Party;

12 2. Promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a
14 reasonably specific description of the information requested; and

15 3. Make the information requested available for inspection by the
16 Non-Party, if requested.

17 C. If the Non-Party fails to seek a protective order from this court within 14
18 days of receiving the notice and accompanying information, the Receiving Party
19 may produce the Non-Party’s confidential information responsive to the discovery
20 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
21 not produce any information in its possession or control that is subject to the
22 confidentiality agreement with the Non-Party before a determination by the court.
23 Absent a court order to the contrary, the Non-Party shall bear the burden and
24 expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A or destroy the Protected Material.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d), the production of privileged or work-product protected documents, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

C. Filing Protected Material

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

XIV. FINAL DISPOSITION

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or

capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, upon request the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: 10/22/2025

/s/Aviv S. Halpern
Attorney(s) for Plaintiff(s)

Dated: 10/22/2025

/s/Amy R. Lucas
Attorney(s) for Defendant(s)

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: October 22, 2025

/s/Aviv S. Halpern
Aviv S. Halpern

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 10/25/2025

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [DATE] in the
case of *Pepperdine University v. Netflix, Inc., et al.*, Case No. 2:25-cv-01429-CV-ADS. I
agree to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the provisions
of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as
my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____